

**EXHIBIT A
OPERATING PLAN**

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1) INTRODUCTION

This Operating Plan between [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Great Smoky Mountains National Park (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area.

Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

2) DEFINITIONS

In addition to all defined terms contained in the Contract, its Exhibits, and 36 C.F.R. Part 51, the following definitions apply to this Operating Plan.

- A) Environmentally Preferable.** Products or services that have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, productions, manufacturing, packaging, distributions, reuse, operations, maintenance, or disposal of a product or service. Product considerations include, but are not limited to, the environmental impacts of the product's manufacture, product toxicity, and product recycled content including post consumer material, amount of product packaging, energy or water conserving features of the product, product recyclability and biodegradability. These include those products for which standards have been established for federal agency facilities and operations.
- B) Environmental Purchasing.** Purchasing of environmentally preferable products.
- C) Post-consumer Material.** Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- D) Recycling.** The act of producing new products or materials from previously used and collected materials.
- E) Service Policy.** The directives, policies, instructions, and guidance regarding the National Park System and the Service that are in writing and approved by the Secretary of the Interior or a Department of the Interior or National Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract. Service Policy includes, for example, NPS-48. Service Policy is available upon request from the Service.

3) MANAGEMENT RESPONSIBILITIES

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must:

- (1) Designate an on-site General Manager who:
 - (a) Has the authority and the managerial experience for operating the Concession Facilities and services required under the Contract;
 - (b) Must employ a staff with the expertise and training to operate all services authorized under the Contract;
 - (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and,
 - (d) Has the responsibility for implementing the policies and directives of the Service.
- (2) In the absence of the General Manager, the Concessioner must designate an acting General Manager.
- (3) **Management Listing.** The Concessioner must provide the Service with a list identifying key management and supervisory personnel by department with their job titles, and office and emergency

phone numbers by **March 1** of each year and provide a revised list showing changes **within 14 days** of each change.

B) Service

The Superintendent manages Great Smoky Mountains National Park with responsibility for all operations, including concession operations. The Superintendent carries out Service Policy, including Concession Contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area.

- (1) The Superintendent's responsibilities with regard to concessions include, but are not limited to:
 - (a) Evaluation of Concessioner services and facilities
 - (b) Review and approval of rates charged for all commercial services
- (2) Contact information: The Service provides a current list to the Concessioner with all appropriate points of contact

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations

- (1) *Minimum operating season and hours are as follows:*

| Service | Season | Operating Season and Dates | Open | Close |
|--|----------------------|----------------------------|-----------|-----------|
| Guided Horseback Rides, Wagon and/or Carriage Rides, Souvenirs, Souvenir Photography, Camper Convenience Items | April 1 – October 31 | April 1 – October 31 | 9:00 a.m. | 4:30 p.m. |
| Vending | April 1 – October 31 | April 1 – October 31 | 24 hours | |
| Firewood and Ice ¹ | April 1 – October 31 | June – August | 9:00 a.m. | 9:00 p.m. |
| | | Other Dates During Season | 9:00 a.m. | 6:00 p.m. |

- (2) *Normal Operations.*

- (a) The Concessioner must submit proposed opening and closing dates, and hours of operation for all locations to the Service no later than **September 1** for the next season, which must include at a minimum the opening/closing dates and hours as listed above.
- (b) The Concessioner must prominently post the hours of operation. The Concessioner must follow the minimum hours of operation unless the Concessioner requests changes and the Service approves the changes in writing. The Service may require occasional closures, delayed opening, or early closings due to weather, natural disasters, projects to repair infrastructure, and similar occurrences. Other than in emergency circumstances, the Service will provide reasonable notice to the Concessioner of these dates.

- (4) *Closure for Inclement Weather, Emergencies, or Unusual Circumstances.*

¹ Firewood and ice may be sold on an honor system, self-service basis after regular stables operating hours as a way of complying with the minimum operating hours specified in accordance with section IV. A of this Operating Plan.

- (a) Notwithstanding the minimum operating season and hours specified above, there may be times when the Concessioner will close or not offer all required and authorized services as a result of inclement weather, emergency situations, or other unusual circumstances. In general, the Concessioner will be expected to provide services in accordance with the approved operating season and hours unless it is reasonably anticipated that inclement weather, emergency situations, or other unusual circumstances would result in unsafe conditions or preclude providing satisfactory services to the public.
- (b) Whenever there is a question as to whether conditions justify a closure or cancellation of services, the Concessioner should consult with the Concessions Management Specialist prior to initiating this action.
- (c) In the event of inclement weather, emergency, or unusual circumstances that requires a sudden unscheduled closure, the Concessioner must notify the Park Communication Center (865-436-1294). The Concessioner also must notify the Concessions Management Division of unscheduled closures, as soon as is possible.
- (d) If the concession operation will be closed, the Concessioner must make every reasonable effort to notify its patrons of the closure, duration, and reason for the closure. Additionally, the Concessioner must post a notice at the concession entrances or office advising the public of the duration of the closure and reason for the closure.

B) Rate Determination and Approval Process

- (1) *Rate Determination.* The Service ensures that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided by the private sector. The Service will judge the reasonableness of rates based on current concession management guidelines. Rate approval methods are subject to change.
 - (a) Guided Horseback Rides, Carriage Rides, Wagon Rides, and firewood. Rates for these services will be determined by the direct comparability method.
 - (b) Merchandise Rates (including souvenirs, and vending). Rates will be determined using Manufacturer's Suggested Retail Price (MSRP) or, if this is not available, Competitive Market Declaration. Merchandise items must be clearly marked with a price.
 - (c) Camper Convenience Item Rates (including ice). Rates will be determined using manufacturer's suggested retail price or, if this is not available, the approved markup method.
 - (d) Other Services Rates. Rates will be determined by the appropriate method.
- (2) *Rate Approval Process*
 - (a) Annual Rate Changes. All rates charged by the Concessioner under comparability as well as the core menu items must be submitted to the Service for approval prior to implementation. Requests for rate approvals must be submitted at **least 60 days in advance of their intended effective date.**

The Concessioner must submit annual requests for rate changes for all services no later than **September 1** of each year.

The Service will approve, disapprove, or adjust rates, using its selected comparables, and will inform the Concessioner of the reason for any disapproval or adjustment within 60 days of the rate request submittal. If, under extenuating circumstances, the Concessioner requests a quicker response, the Service will attempt to accommodate this request; however, this is not normal procedure. The Concessioner must clearly explain these circumstances in writing. If a longer response time is needed, the Service will inform the Concessioner of the expected response date. All rate increase requests must be in writing and provide information to substantiate the requested rates in sufficient detail for the Service to be able to replicate results using methodology specified in Rate Administration Guide. If no rate increase is requested, the Concessioner must notify the Service of this in writing.
 - (b) Rate Request Information. All rate requests must include pertinent information about the rate and product or service proposed. This includes but is not limited to: brand names, portions, length of service, amenities provided, etc. Rate requests require support by established criteria and comparability data. The current Service Rate Approval Guidelines outline the information the Concessioner must include in the request.

- (c) Approved Rate Posting. The Concessioner must make available to visitors all approved rates for goods and services. The Concessioner must prominently post all rates for goods and services provided to the visiting public.
- (d) Rate Compliance. Rate compliance will be checked during periodic operational evaluations and throughout the year. Approved rates must remain in effect until superseded by written changes approved by the Service.
- (3) *Reduced Rates for Government Employees*. Goods and services will not be provided to government employees or their families without charge or at reduced rates unless equally available to the general public.
- (4) *Discounted Items*. If the Concessioner offers an item or service at less than optimum condition (because of unavailable amenities or condiments, or because of poor service or other conditions), the item or service will be discounted. This should not be construed to condone shortages or "running out" of items on a regular basis and should be used only in unavoidable situations.

C) Purchasing

- (1) *Competitive Purchasing*. Purchases may be made from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.
- (2) *Discounts*. To the extent applicable to the rate approval method in place, the Concessioner must take advantage of all available trade, cash, and quantity discounts and rebates and pass them through to the consumer.
- (3) *Environmental*. The Concessioner must purchase and use Environmentally Preferable products whenever available and feasible.

D) Evaluations

- (1) *General*
 - (a) The Concessioner must provide the services and facilities required by this Contract in conformance to evaluation standards established by the National Park Service Concessioner Review Program, National Park Service Concessions Management Guidelines and within acceptable hospitality industry practices. The Service and the Concessioner inspect and monitor Concession Facilities and services.
 - (b) The Concessioner must work with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these evaluations.
 - (c) The Concessioner must correct deficiencies and prepare abatement plans within dates set by the Service.
- (2) *Annual Overall Rating*. The Service will determine and provide the Concessioner with an Annual Overall Rating for the preceding calendar year. The Annual Overall Rating will include a Contract Compliance Report and rating and an Operational Performance Report and rating.
 - (a) Contract Compliance Report. The Contract Compliance Report and rating will consider such items as the timely and accurate submissions of: annual financial reports; proof of general liability, automobile, and other required insurance coverage; environmental requirements; and timely payment of franchise fees.
 - Environmental Management Program Evaluation
 - The Service will annually conduct an evaluation of the Concessioner's Environmental Management Program. A review of the concessioner's performance in addressing environmental audit findings will be included in the evaluation. Environmental management practices will also be a component of Periodic Operational Evaluations.
 - The Concessioner must perform environmental inspections of all Concession Facilities in accordance with its documented Environmental Management Plan.
 - (b) Operational Performance Report. The Operational Performance Report and rating will consider such things as the evaluation of the Concessioner's Risk Management Program, Public Health Rating, and Periodic Operational Evaluations.
 - Risk Management Program Evaluation
 - The Service will annually conduct an evaluation of the Concessioner's Risk Management Program. Safety will also be a component of Periodic Operational Evaluations.

- The Concessioner must perform periodic interior and exterior safety inspections of all Concession Facilities in accordance with its documented Risk Management Plan.
- Periodic Operational Evaluations. The Service will conduct both announced and unannounced periodic operational evaluations of Concession Facilities and services to ensure conformance to applicable operational and maintenance standards. The Concessioner will be contacted at the time of facility evaluations so that a representative of the Concessioner may accompany the evaluator.

E) General Policies

(1) Facilities Use

- (a) Authorized Use. The Concessioner must only use the assigned Concession Facilities for activities or services that directly and exclusively support contractual services required and authorized by the Contract.
- (b) Smoking Policy. All buildings within the Concession Facilities are designated as non-smoking. A copy of Director's Order 50D regarding the Service's policy on smoking can be found at <http://www.nps.gov/policy/DOrders/DOrder50D.pdf>.

(2) Reservations. The Concessioner may, but is not required to, accept advance reservations for guided horseback rides, wagon rides, and carriage rides.

- (a) Reservations Services. The Concessioner may accept reservation requests via telephone, fax, internet and/or mail.
- (b) Deposits/Refunds. The deposit requirement and cancellation/refund policy is part of the rate approval process and based on *comparables*. The policy must be included in all advertising, brochures, and reservation confirmations.

(3) Method of payment. The Concessioner must accept the following as payment for all services, except that only U.S. Currency must be accepted for vending and self-service firewood and ice sales:

- (a) U.S. Currency
- (b) Cashier's checks and traveler's checks with proper identification
- (c) Credit Cards. At a minimum the Concessioner must honor at least three types of major credit cards. The Concessioner must accept debit cards.

(4) Lost and Found. The Concessioner must establish and provide an effective program for handling lost and found or unattended property in the concession facilities. This program must include property that may have been abandoned by concession employees. This program must integrate with the Area's existing Lost and Found Property Procedures, Management Directive No. 10. The Service will provide the most recent version including Form No. 10-166, "Lost-Found Report", for use.

- (a) Items lost/found at or turned in at the Concession Facilities must be reported on the Lost-Found Report (Form 10-166) with as much information as possible to facilitate return of the item. Items not claimed within seven days shall be turned over to the Park, along with the completed Lost-Found Report at the area visitor center, campground office or transmitted to the Property Technician at Park HQ warehouse. No items will be released without the claimant providing proper identification of the item, name, address, and signature of receipt.
- (b) The Concessioner must provide the Park with a copy of the established lost and found policy **within 60 days after** the effective date of the contract and **within 30 days** of any policy changes.
- (c) The Concessioner must maintain a centralized location to store all lost and found items that includes secure storage for items such as money, jewelry or other valuable articles.

(5) Vehicles

(a) Licensing, Insurance, Maintenance, and Registration

- The Concessioner must keep all of its vehicular equipment used to perform services under the Contract properly registered, licensed, insured, and maintained in accordance with all Applicable Laws.
- No maintenance activities are allowed within the Area. All maintenance activities, including but not limited to washing, topping off fluids, fluid changes and painting must take place outside the Area.

(b) Parking. The Concessioner must ensure that its employees park in the areas designated for such purposes.

- (c) Abandoned Vehicles. The Concessioner must notify the Service of abandoned vehicles within the Concession Facilities, which may include employee vehicles. Employee vehicles must be towed at the expense of the owner, or if the owner cannot be located, at the expense of the Concessioner. The Concessioner must take necessary steps to remove abandoned property in a timely manner and properly dispose of all abandoned property. Unserviceable vehicles must not be stored within the Area.

(6) *Interactions with Wildlife*

- (a) The Concessioner must conduct its operation in such a manner as to minimize adverse impacts on wildlife. The feeding of wildlife is prohibited. The Concessioner, or its guests, may not leave food unattended in the Area. The Concessioner is responsible for educating employees and guests on these prohibitions.
- (b) The Concessioner must store all food items and other potential attractants in a manner to prevent wildlife issues. All solid waste from the Concessioner's operation must be stored in bear-resistant containers of similar design used by the Area.
- (c) The Concessioner must ensure that its employees are familiar with the Area's Bear Management Guidelines. The Concessioner and its employees must immediately report bear activity or other wildlife issues to the Area Communications Center. Bear activity must also be promptly and accurately recorded on the appropriate form and routed to the Wildlife Biologist according to Area protocols.

(7) *Visitor Comments*.

(a) *Comment Cards*:

- The Concessioner must make Service-approved comment cards available to visitors in order to measure service and quality standards, product mix, pricing, and overall Area experience.
- The Concessioner must keep an adequate inventory of comment cards available at appropriate locations within the Concession Facilities.
- At a minimum, the Concessioner must maintain one clearly labeled visitor comment box with comment cards in a highly visible location in the Concession Facilities.

(b) Comments or complaints received by the Concessioner:

- The Concessioner must investigate and respond to all visitor complaints regarding its services **within 14 business days of receipt**. The Concessioner must provide the Service a copy of the initial comment, Concessioner's response, and any other supporting documentation.
- The Concessioner must provide the Service all visitor comments that allege misconduct by Concessioner or Service employees, or that pertain to the safety of visitors or employees or concern the safety of Area resources **within 24 hours of receipt** of the comment by the Concessioner.

(c) Comments or complaints received by the Service:

- The Service will forward to the Concessioner any comments and/or complaints received regarding Concession Facilities or services. The Concessioner must investigate and make an initial response to any complaints **within 14 business days of receipt**. The Concessioner must provide a copy of any responses to the Service. The Service will forward to the Concessioner copies of its responses, if any.

(d) Visitor comment reporting:

- The Concessioner must include a brief summary of visitor comments received during the prior month in the Monthly Contract Monitoring Report that is due by the 15th of each month during the operating season. If applicable, the Concessioner must provide any tabulation or analysis of visitor comments as well as any action plan developed to correct any service related issues identified in the data. In addition to, or instead of the summary, the Concessioner may submit copies of each comment card received during the prior month.
- If applicable, the Concessioner must also submit **within 14 days** of receipt, a copy of any customer satisfaction data collected by third parties on behalf of the Concessioner including any statistical analysis of this data.

- Upon request, the Concessioner must provide the Service copies of individual comment cards or other supplemental information that supports the summary provided.

F) Human Resource Management

- (1) **Employee Identification and Appearance.** The Concessioner must ensure that all employees in direct contact with the public wear uniforms or standardized clothing with a personal nametag. Employees must be neat and clean in appearance and must project a hospitable, positive, friendly, and helpful attitude. Attire must be freshly laundered and in good condition (not torn, stained or excessively faded). The Concessioner must submit initial uniform standards for Service approval and any changes **at least 60 days** prior to purchase of uniform items.
- (2) **Firearms:** Concessioner employees may not possess firearms while on duty. The Concessioner is responsible for advising employees of this prohibition. Federal law prohibits firearms in federal facilities, such as Service visitor centers; these facilities are posted with appropriate notices at public entrances. In addition, firearms are not allowed in concession managed facilities that are posted with firearms prohibited signs.
- (3) **Employee Hiring Procedures**
 - (a) **Staffing Requirements.** The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout the operating season. The Concessioner must attempt to offer its employees a full work week whenever possible. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.
 - (b) **Drug-free Awareness and Testing Program.** The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse and conduct educational program(s) for its employees to deter drug and alcohol abuse. The Concessioner must make results of drug testing available to the Service upon request.
 - (c) **Background Checks.** The Concessioner must request and review a copy of the applicant's criminal history and driving transcript, certified by the state. The Concessioner must not hire an employee with any active warrants (current fugitive from justice). In reviewing any past criminal convictions, the concessioner should consider the appropriateness of hiring the applicant into a position, given the purpose of maintaining a healthful, law abiding, and safe working environment for the public, and park and concessioner employees. In doing so, the Concessioner should consider the nature of any past offenses, the amount of time that has transpired since, and the applicant's academic or employment track record since the time of any offenses. The Concessioner must make available, upon request, the type and status of background investigations conducted on employees to the Chief Ranger's Office. Prospective employees must be made aware in advance of hire that this information may be made available to the Service.
 - (d) **Driver Requirements.** Drivers of Concessioner-owned vehicles used in operations under the Contract must have a valid state operator's license for the size and class of vehicle driven.
 - (e) **Service Employees.** The Concessioner must not employ in any status a Service employee, his/her spouse, or a minor child without the Superintendent's written approval. The Concessioner must not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officer, Concessions Management Specialist, or Safety Officer.
- (4) **Training:** The Concessioner must provide appropriate training as follows:
 - (a) **Manuals.** The Concessioner must develop written training materials for its employees. The Concessioner must provide the Service with an initial copy of these materials **within 60 days after** the effective date of the Contract and **within 30 days** of any changes.
 - (b) **Safety.** The Concessioner must train its employees annually according to the training requirements in its Risk Management Plan.
 - (c) **Job Training.** The Concessioner must provide appropriate job training to each employee prior to duty assignments and working with the public. Training must include the following in addition to job-specific skills:
 - Service Concessions Management. The Concessioner must orient its managers to Service evaluation and rate policies, as outlined in the Concessions Management Guidelines.
 - Customer Service. The Concessioner must provide customer service and hospitality training for employees who have direct visitor contact.

- Resource and Informational Training. The Concessioner must provide training regarding Area resources, visitor attractions, and visitor services for all employees who interact with the public. Training must incorporate information provided by the Service specifically for this purpose, if any.
 - Interpretive Training. The Concessioner must provide interpretive skills training to all employees who provide interpretive services. Concession employees who will provide these programs are encouraged to attend the seasonal orientation program provided by the Service for its resource education employees. This training is usually offered the first two weeks after Memorial Day and includes up-to-date resource information and interpretive skills training. The Service may be able to provide limited training for employees on-site at Smokemont Riding Stables at a time that is determined to be mutually convenient.
 - First Aid and CPR. At a minimum, employees who provide guided horseback rides and guided wagon and/or carriage rides must be trained in basic first aid and CPR and possess a current certification.
 - Environmental Training. The Concessioner must provide environmental training to all employees according to its Environmental Management Program.
- (5) *Orientation.* The Concessioner must provide mandatory orientation and training for its employees.
- (a) The Concessioner must inform employees of Service regulations and requirements that affect their employment and activities while working and residing within the Area.
 - (b) The Concessioner must orient its employees to the resources of the Area, including potential safety hazards and their mitigation. This must include orienting employees to hazards they may encounter on their time off.
 - (c) The Concessioner must emphasize to its employees that the feeding of wildlife is not permitted.
 - (d) The Concessioner may request Service staff present certain topics of interest.
- (6) *Employee Responsibilities.* The Concessioner must require that their employees adhere to all Federal and State laws at all times.

G) Interpretive Services

(1) Personal Interpretive Services

- (a) Employee Knowledge. Employees must demonstrate their knowledge of the National Park Service, its mission and values and the cultural and natural resources in Great Smoky Mountains National park in general and specifically of the Smokemont area. Staff must utilize appropriate interpretive techniques in their interactions with visitors when performing such functions as giving directions, and answering basic Area questions. Employees who provide interpretive services on guided horseback rides and guided wagon and/or carriage rides must be knowledgeable regarding cultural and natural resource information applicable to the ride routes and must be able to present this information in an interesting and understandable manner.
- (b) Guided Horseback Rides. The Concessioner will, at a minimum, include in the pre-trip orientation a brief description of the ride route and key features of interest along the route.
- (c) Wagon and/or Carriage Rides. The Concessioner will incorporate an interpretive narration that pertains to Park resource education themes.
- (d) Service Involvement. The Service staff may advise and assist the Concessioner in the development of interpretive materials.

(2) Non-Personal Interpretive Services

- (a) Locations. The Concessioner must integrate Area interpretive themes into the interior decor of merchandise and recreational service facilities. The Concessioner must make appropriate areas within the Concession Facilities, both interior and exterior locations, available to provide Area interpretive and safety messages in various mediums, including bulletin boards and kiosks.
- (b) Area Information. The Concessioner must make Area informational handouts, including information specific to the Smokemont area available at the Concession Facilities. The Concessioner must coordinate with the Resource Education Division to request and obtain a supply of informational handouts and determine what handouts are appropriate.

H) Visitor's Acknowledgement of Risk

- (1) The Concessioner may require guests renting bicycles to sign a Visitor's Acknowledgement of Risks

form.

- (2) The Service-approved sample Visitor's Acknowledgement of Risks form is provided as Attachment 4 to this Operating Plan.
- (3) The Concessioner will submit to the Superintendent for approval its proposed Visitor's Acknowledgement of Risks form, if any, within 60 days of the effective date of this CONTRACT and at least 30 days in advance of any proposed changes in the form. If no Visitor's Acknowledgement of Risks form will be used, the Concessioner will advise the Superintendent of this intention within 60 days of the effective date of this CONTRACT.
- (4) The Concessioner may not request or require guests participating in activities to sign a liability waiver form.

5) ENVIRONMENTAL MANAGEMENT

A) Environmental Management Program

- (1) The Concessioner must develop, maintain, and implement a Concessioner Environmental Management Program (EMP) that is in accordance with Section 6 of the Contract. The Concessioner must submit its initial plan to the Service **within 60 days after** the effective date of the Contract and updates to the EMP annually thereafter by **March 1** each year.

B) Environmental Evaluations

- (1) *Area Environmental Management Evaluations.* The Service will conduct environmental management evaluations as outlined in Section 4 (D) (2).
- (2) *Service Environmental Audits.* The Service may conduct environmental audits of Concession Facilities and operations based on the Service Environmental Audit Program and incorporate the data from the audits into the Environmental Management Evaluation. The Concessioner must close all audit findings within the timeframe specified in the Environmental Audit Report.

6) RISK MANAGEMENT PROGRAM

A) Risk Management Plan

The Concessioner must develop, maintain, and implement a Concessioner Risk Management Program (RMP) that is in accordance with the Occupational Safety and Health Act (OSHA) and Director's Order #50B, Occupational Safety and Health Program and NPS-48. The Concessioner must submit its initial plan to the Service **within 60 days after** the effective date of the Contract and updates to the RMP annually thereafter by **March 1** of each year. The Concessioner must update its Concessioner Risk Management Program to comply with Applicable Laws.

The elements that must be addressed in the Concessioner Risk Management Program include:

- (1) Policy written and available to staff
- (2) OSHA Qualified safety and health official designated (onsite)
- (3) Annual Goals and Objectives have been established
- (4) Program administration requirements have been followed
- (5) Inspection schedule has been developed
- (6) Inspections conducted by person(s) trained and capable of recognizing/evaluating hazards
- (7) Inspection records kept for a minimum of three years
- (8) "Serious hazard" deficiencies abated or action plans developed within time limits
- (9) "Non-serious hazard" deficiencies" abated or action plans developed within time limits
- (10) Documented plan for reporting and investigating employee and visitor accidents/incidents
- (11) All reportable accidents are being reported to the Service
- (12) Communication of activity-related hazards occurs
- (13) Communication of resource-related hazards occurs
- (14) Training planned and accomplished for supervisors
- (15) Training planned and accomplished for safety and health official(s)
- (16) Training planned and accomplished for employees
- (17) Procedures are documented for all probable occurrences

- (18) Plans are coordinated with the Service
- (19) Plans are distributed to employees or posted conspicuously
- (20) Other unique risk management program requirements in contract are followed

B) Emergency Response

The Concessioner must provide plans and procedures, equipment and training to employees to effectively respond to releases of hazardous substances **for the purpose of stopping the release** in accordance with 29 CFR 1910.120(q)(6)(iii). These include an Emergency Action Plan, Emergency Response Plan and may include a Spill Prevention Control and Countermeasure Plan. The Concessioner must include these stand-alone plans as key parts of the Concessioner's Risk Management and Environmental Management Programs. The Concessioner must provide and maintain emergency response equipment as appropriate.

7) PROTECTION AND EMERGENCY SERVICES

A) Incident Reporting and Requests for Assistance

- (1) The Concessioner must immediately call the Park Communication Center (865-436-9171) to request assistance and make the Service aware of any of the following type of incidents. In the event that the Concessioner is unable to make immediate contact with the Park Communications Center, the Concessioner must dial "911" to request assistance.
 - (a) Any known or suspected criminal violations.
 - (b) Any structural fire or wildfire.
 - (c) Any employee or visitor deaths.
 - (d) Any employee or visitor accidents or illness requiring more than minor first aid treatment.
 - (e) Any incidents that could result in a tort claim against the United States.
 - (f) Any property damage incident resulting in more than \$300 in damage.
 - (g) Any motor vehicle accident or damage to a motor vehicle involving an employee or employee's vehicle.
 - (h) Any incident that affects the Area's natural or cultural resources.

B) Law Enforcement

- (1) *Service*
 - (a) The Service has the primary responsibility for law enforcement and visitor protection in the Area.
- (2) *Concessioner*.
 - (a) The Concessioner may, but is not required to, employ private security personnel to protect the Concession Facilities. If the Concessioner elects to employ private security personnel, the Concessioner must notify the Service.
 - (b) Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors. They have no authority to take law enforcement action.
 - (b) The Concessioner must secure buildings, equipment and facilities under its control.
 - (c) The Concessioner must immediately report to the Service any observed violations of the law.

C) Structural Fire Protection

- (1) *Service*
 - (a) Structural fire suppression services are provided by local agencies rather than the Service. However, the Service will respond to reports of structural fire at Concession Facilities and manage the response to these incidents.
- (2) *Concessioner*
 - (a) Fire prevention and protection must be primary considerations at all Concession Facilities.
 - (b) The Concessioner must integrate structural fire and life safety procedures in its Risk Management Program.
 - (c) The Concessioner must ensure that all Concession Facilities meet Federal, State, and Local codes and that appropriate fire detection and suppression equipment is installed, operated, inspected, tested, and maintained in accordance with Applicable Laws, including, but without limitation, National Fire Protection Association standards and National Park Service Resource Manual 58 (RM-58) where feasible.

- (d) The Concessioner must comply with the Service Fire Suppression and Alarm System Control Program.

D) Emergency Medical Care and Search and Rescue

(1) Service

- (a) The Service is primarily responsible for emergency medical care and search and rescue in the Area. Local EMS and Search and Rescue organizations provide assistance at the request of the Service.

(2) Concessioner

- (a) The Concessioner must provide adequate training and certification to appropriate staff to respond to basic emergency medical needs including CPR. All Concessioner employees must be trained in proper emergency reporting procedures and must be instructed to provide essential information, e.g. a call back number at their location.
- (b) First Aid Supplies. The Concessioner must maintain basic first aid supplies at all Concession Facilities.

8) PUBLIC RELATIONS

A) Required Notices

The following notices must be prominently posted at all Concessioner cash registers and payment areas:

"This service is operated by (Concessioner's name), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service.

*Please address comments to: Superintendent
Great Smoky Mountains National Park
107 Park Headquarters Road
Gatlinburg, TN 37738"*

B) Public Statements

The Concessioner must refer all media inquiries concerning operations within the Area, questions about the Area, or concerning any incidents occurring within the Area to the Service. This includes all media interviews.

C) Advertisements and Promotional Material

(1) Promotional Material

- (a) Approval. The Concessioner must obtain Service approval of any promotional material prior to use or publication. This comprises all promotional material, including website information and social media.
- (b) Approval Process and Timeline. The Concessioner must submit all promotional media and changes to promotional media and layout to the Service for review **at least 30 days prior to projected need** or printing dates. The Service will make every effort to respond to minor changes to brochure and other texts within 15 days. Longer periods may be required for major projects or where Service staff assistance is required to help develop the product. The Concessioner should contact the Service well in advance to establish specific time frames for each project.
- (c) Material. The Concessioner should publish all advertisements and promotional material using soy-based inks on minimum 30% post-consumer material paper and tree-free products and double-sided.
- (d) Websites. The Concessioner must provide information to the Service to enable the Service to provide links on the Service website to the Concessioner's website. The Concessioner must include on its website a link to the Area's website. The Concessioner is encouraged to include in its website information pertaining to the Area's Resource Education themes and information pertaining to resource protection. The Concessioner must obtain approval for any such educational material.

(2) Statements

- (a) Advertisements must include a statement that the Concessioner is authorized by the Service and the Department of the Interior to serve the public within Great Smoky Mountains National park.
- (b) Advertisements for employment must state that the company is an equal opportunity employer.

(3) *Use of National Park Service Authorized Concessioner Mark (Mark)*

- (a) The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner."
- (b) Authorized Users. The Concessioner is authorized to use the Mark at the start of the Contract in accordance with the approval procedures below. The Concessioner must have received a satisfactory or marginal rating in the previous Annual Overall Review to use the Mark following the first year of the Contract.
- (c) Authorized Uses of the Mark. The Concessioner may use the Mark in publications, written advertising, brochures, web-based information, interpretive materials, broadcasts (television, film or other audio/visual), associated with required or authorized services; facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on visitor transportation systems, vessels and aircraft.
- (d) Prohibited Uses of the Mark. The Concessioner may not use the Mark on merchandise, souvenirs and clothing presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment not specifically providing required or authorized visitor services.
- (e) Artwork, Layout and Use. The Concessioner must use official artwork provided by the Service. Layout and use must be in accordance with the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services web site under the Concessioner Tools tab.
- (f) Approval Procedures. The Concessioner must submit a written request to the Service for approval to use the Mark. The submittal must include proposed applications and sample layouts. The Concessioner may not use the Mark until the Service has approved the request and the Concessioner's proposed layouts in writing.

(3) *Social Media*

- (a) The Concessioner may use Facebook, Twitter or other social media outlets. The Concessioner must provide the layout and general content of the social media site for approval two weeks prior to making the site accessible to the public. The Concessioner must use the following Service-approved language in the description of the Concessioner on social media sites.

(Company Name) is an authorized Concessioner of the
National Park Service, Department of the Interior.

(Company Name) is authorized to provide
(list service types) within (park name).

- (b) Postings, Comments, Photos and Other Social Media Content. Content must be accurate, professional, and relevant to the concession operation or Area. Content containing general information about the Area, Concessioner or the nearby communities does not require pre-approval by the Service. The Concessioner must monitor content and comments posted by visitors to the page and remove any content that is inaccurate, offensive or irrelevant. All social media content is subject to review by the Service and the Concessioner must remove postings upon request of the Service.
- (c) The Service must approve advertising and promotional content for social media sites if different than previously approved for other media.

9) VOLUNTEERS IN THE PARK (VIP) PROGRAM

The Concessioner is encouraged to make its employees aware of the Service's Volunteers in Parks (VIP) program. Additional information concerning the Service VIP program can be found at the Area website at <http://www.nps.gov/grsm/supportyourpark/volunteer.htm>.

10) SPECIFIC OPERATING STANDARDS AND GUIDELINES

A) General

The Concessioner must provide all services in a consistent, safe and healthy, environmentally-sensitive, and high quality manner and must operate in accordance with the classification and operating standards as defined by the Service. The operating standards provided by the Service Concession Guidelines, NPS-48 (as amended, supplemented, or revised throughout the term of the Contract) are considered service minimums until such time that the Service updates the operating standards. The Service is in the process of updating its operating standards for each classification based on industry guidelines and Service specific objectives and requirements. These standards will be generally consistent with AAA standards and will be applied as they are finalized. The Concessioner must be responsible for monitoring its operations to ensure that quality standards are met.

B) Guided Horseback Rides

(1) General

- (a) The Concessioner's guided horseback rides must proceed at a walking pace. Guides must be responsible for ensuring that guests comply with this requirement. Horses must not be rented to the public for use without a guide.
- (b) The Concessioner must offer (as a minimum) a guided one-hour horseback ride and guided two-and-one half-hour horseback ride.
- (c) The Concessioner may, with the approval of the Service, offer other guided trail rides between three-quarters of an hour and four hours in duration.
- (d) The Concessioner may not offer rides longer than four hours in duration.

(2) Ratio of Riders to Guides

- (a) The number of riders on each ride must not be more than the guide can control at all times.
- (b) At a minimum, the Concessioner must provide one guide for every nine riders.
- (c) The maximum group size for any one trail ride must be 20, including guides.

(3) Riding Helmets. The Concessioner must make helmets available for any rider desiring to wear one. Helmets must be in good condition and available in a range of sizes. Riding helmets provided for guests must carry ASTM or SEI approval and must be sanitized between uses with an appropriate chemical sanitizer. Helmets must be washed at least monthly with mild soap and water. The Concessioner must assist riders in ensuring a proper fit for helmets provided to riders.

(4) Riding Restrictions. The Concessioner may, in the interests of safety and for the protection of horses, institute certain restrictions for riders such as minimum age, minimum or maximum weight, or allowing children to ride double with an adult. These requirements must be submitted to the Service for approval with a written justification and must be clearly posted at the concession operation.

(5) Pre-Trip Orientation

- (a) The Concessioner shall provide for each rider a brief pre-trip orientation that includes, at a minimum, the following information:
 - Welcome and name of Concessioner
 - Brief description of ride route and key features of interest along the route
 - Name of guide or guides
 - Name of horse
 - Proper seating on horse
 - Proper use of reins
 - Maintaining safe spacing between horses
 - How to request assistance during ride
 - Other safety information relating to a safe ride
- (b) The Concessioner may supplement this orientation with appropriate written material. However, this written material must not be a substitute for the required verbal orientation message.
- (c) The Concessioner may use an audiovisual program (video or DVD) to provide some of the required pre-trip orientation information. Any audiovisual program must be professionally produced and must include accurate information. The Concessioner must obtain the approval of the Service for any audiovisual program and the manner in which these must be used.

- (d) The Concessioner must submit to the Service **within thirty (30) days after** the effective date of this Contract and **at least thirty (30) days** in advance of any changes, the information to be included in the pre-trip orientation, as well as a copy of any other written material furnished to the guest.
- (6) *First Aid Kits.* The Concessioner must have available at its office/ticketing area and on each trip, a first aid kit sufficient to treat employee and visitor injuries such as minor cuts and abrasions. This provision does not relieve the Concessioner of its responsibility under this plan to advise the Service of any visitor or employee injuries related to their operation. The Area communications center must be contacted for assistance with serious or potentially serious injuries or illnesses.
- (7) *Communication Equipment.* The Concessioner must provide two-way radios, cellular telephones, or other communication equipment to enable the guide or guides on each trip to report accidents or other emergency situations and request assistance without having to leave the group for which they are responsible or that minimize the need for the guide to leave the group. Communication equipment selected by the Concessioner should be generally effective, given the limitations imposed by mountainous terrain. The Concessioner will not be required to provide radio repeater equipment.
- (8) *Equine Activity Liability Statutes.* The Concessioner must comply with Equine Activity Liability statutes applicable to the state in which they are located. Concessioner must post the warning notice required by such statutes.
- (9) *Use of Assigned Trails.* The Concessioner must use only the trails specifically assigned for the use of the Concessioner for its services provided to the public. Horses must remain on maintained trails at all times. Assigned trails are not exclusively for the use of the Concessioner and may be used by hikers and other horseback riders at times. A map showing these assigned trails is included in this Operating Plan as Attachment 1. The Service may change assigned trails at any time if required to meet Service management and resource protection objectives for the Area. If the Service determines that such a change is necessary, the Service will provide the Concessioner with as much advance notice as is reasonable and practical under the circumstances.

C) Wagon Ride and/or Carriage Ride Operations

- (1) *General*
- (a) The Concessioner may offer horse-drawn wagon and/or carriage rides lasting from one-half hour to three-quarters of an hour on the Oconaluftee River Road, which is shown in Attachment 2 of this Operating Plan.
- (b) The Concessioner may also offer horse-drawn wagon and/or carriage rides at the request of the Service at locations designated by the Service in conjunction with special events sponsored by the Service.
- (c) Wagons and carriages must be driven at a horse's walking pace.
- (d) The Service will monitor resource impacts, safety issues, and other aspects of wagon and/or carriage rides offered by the Concessioner. The Service may modify the requirements for wagon and/or carriage rides, institute restrictions, or eliminate wagon and/or carriage rides as an authorized service if the Service determines that this is required to meet the Service's management objectives.
- (2) *Wagon and Carriage Approval*
- (a) The Concessioner must submit information on wagons and carriages proposed for use under this CONTRACT for approval of the Superintendent **within sixty (60) days after** the effective date of this CONTRACT and at least **sixty (60) days** in advance of any proposed purchase of new wagons or carriages.
- (b) The Concessioner must provide the following minimum information:
- Manufacturer
 - Model
 - Detailed specifications
 - Photograph
- (3) *Wagon Requirements*
- (a) Wagon capacity must not exceed twelve riders plus the driver.
- (b) Wagons must be equipped with a safe, effective braking system.

- (c) Wagons must be equipped with safe, comfortable seating for riders.
- (d) Wagons must have sides that extend at least 12 inches higher than the seating level. In cases where the seat backs serve as wagon sides, this requirement applies to the height of the seat back.
- (e) Wagons must have a boarding system that facilitates access for visitors with physical limitations or handicaps.
- (4) *Carriage Requirements*
 - (a) Carriage capacity must not exceed six riders plus the driver.
 - (b) Carriages must be equipped with a safe, effective braking system.
 - (c) Carriages must be equipped with safe, comfortable seating for riders.
 - (d) Carriages must have sides that extend at least 12 inches higher than the seating level.
 - (e) Carriages must have a boarding system that facilitates access for visitors with physical limitations or handicaps.
- (5) *Number of Wagons and Carriages*
 - (a) The maximum number of horse-drawn vehicles (wagons or carriages) the Concessioner may use on a given day is three vehicles.
 - (b) The minimum number of horse-drawn vehicles the Concessioner must have available for use on a given day is one vehicle.
- (6) *Resource Education*
 - (a) The Concessioner must incorporate an interpretive narration on wagon rides that pertains to Park resource education themes.
 - (b) The Concessioner must ensure that this resource education program meets the requirements for resource education programs described elsewhere in this Operating Plan.
- (7) *Wagon and/or Carriage Drivers*
 - (a) Wagon and carriage drivers must be properly trained to safely and proficiently drive the wagons and carriages.
 - (b) Wagon and carriage drivers must be trained in safety and emergency procedures.
- (8) *First Aid Kits.* The Concessioner shall have available on each wagon ride or carriage ride, a first aid kit sufficient to treat employee and visitor injuries such as minor cuts and abrasions. This provision does not relieve the Concessioner of its responsibility under this plan to advise the Service of any visitor or employee injuries related to their operation. The Park communications center should be contacted for assistance with serious or potentially serious injuries or illnesses.
- (9) *Communication Equipment.* The Concessioner shall provide two-way radios, cellular telephones, or other communication equipment to enable the driver on each trip to report accidents or other emergency situations and request assistance without having to leave the group for which they are responsible or that minimize the need for the guide to leave the group.
- (10) *Use of Assigned Roads.* The Concessioner shall use only the administrative road specifically assigned for use by the Concessioner wagon and/or carriage rides, except that the Concessioner may also provide wagon or carriage rides at other locations designated by the Service in conjunction with special events sponsored by the service and at the Service's request. Assigned roads are not exclusively for use by the Concessioner and may be used by hikers and other horseback riders at times. The Service may change the assigned road for wagon and/or carriage rides at any time if required to meet Service management and resource protection objectives for the Area.
A map showing this assigned road is included as Attachment 2 of this Operating Plan.

D) Vending

- (1) *Vending Sources.* Vending machines must be located within the provided vending area, and of a design and color which complements the aesthetics of the building and surroundings. The Concessioner must receive Service approval for the type and location of all vending machines before placing them in the Area.
- (2) *Required Vending.* The Concessioner is required to provide vending of the following items:
 - (a) Soft drinks
 - (b) Fruit drinks

- (c) Bottled water
- (d) Packaged snack items
- (3) *Optional Vending.* The Concessioner may provide vending of the following items:
 - (a) Hot beverages (coffee, hot chocolate, tea)
 - (b) Ice cream
 - (c) Visitor convenience items
- (4) *Standards.* The machines must be clean, properly stocked, and in good working condition.
 - (a) Signage on the machine either may relate to Area resource education themes or must be generic in nature.
 - (b) The Concessioner must post beverage container recycling information on the machine.
 - (c) Brand information must only be visible when at the machine.
 - (d) The Concessioner must adequately illuminate the machine but must not contribute to light pollution at night. Machines should power down lights when not in use to conserve energy and assist in minimizing night sky pollution.
 - (e) Vending machines must be able to accept Presidential \$1 coins.
 - (f) The Concessioner is encouraged to provide recycling containers at these locations as approved by the Service
 - (g) If a vending machine is out of service for any reason, the Concessioner must post a neatly printed sign advising the public that the machine is out of order.

E) Retail

- (1) *General.*
 - (a) *Classification.* The Service has classified the retail services for this contract as Souvenirs/Gifts. Convenience and Grocery will be classified under retail services pending the construction of new riding stables facilities that the Service may construct.
 - (b) The Service has the right to review and approve all merchandise sold in the Area. The Service may determine certain items are inappropriate and unacceptable for sale.
 - (c) The Concessioner is encouraged to actively seek and prominently display handicraft items representing Area and regional themes, including crafts by local and Native American artists.
 - (d) Environmentally Preferable Purchasing. The Concessioner must sell a variety of Environmentally Preferable products to Area visitors and incorporate Environmental Purchasing practices in all aspects of its operation. Merchandise strategies should integrate pollution prevention and waste reduction objectives and strategies.
 - (e) Prohibited Items.

The Concessioner must not sell:

 - Live bait or preserved bait
 - Fishing lures manufactured with impregnated scent or treble hooks
 - Chemical, liquid, or aerosol product intended as a scented attractant for fish
 - Styrofoam containers and or ice chests
 - Articles that are pornographic, obscene, inappropriate or items that reflect a lack of concern for the environment or a culture
 - Archaeological specimens or objects of American Indian origin over 100 years old regardless of their origin
 - Live plant materials
 - Fossils or other earth products (such as petrified wood) whose origin is from public lands.
 - Articles that are mislabeled as to character or origin, or otherwise misrepresented.
 - Merchandise that has exceeded the producer's specific "Do not sell after" date.
 - Items that may, by their nature, encourage violation of Area regulations, i.e. collecting kits, peanuts, birdseed, wildflower or plant seeds, animal skins or parts of animals, etc.
 - Toy firearms, slingshots, paintball guns, etc.

(2) *Labeling and Certification*

- (a) The Concessioner must mark all merchandise with a selling price, point of origin or other identification as available. The Concessioner may mark identical items by a single sign rather than individually. Acceptable labels include grease pens, stringed tags, bar codes, and other methods with the approval of the Service. Signs must be professionally made (not hand-printed), securely attached, and level.
- (b) Handicraft Labeling. The Concessioner must specifically label handicraft as such.
- (c) Natural Product Labeling. The Concessioner must label merchandise made from natural products to indicate that the Concessioner obtained the product from legally authorized sources outside of the Area and not from rare, threatened, or endangered species.
- (d) Certification. The Concessioner must have an appropriate certificate documenting that handicraft or Native American handicraft items are made in accordance with the production standards required for that designation.
- (e) Made in America. The Concessioner must give emphasis to appropriately presenting and labeling products that are "Made in America" (U.S.A).

(3) *Facility and Merchandise Appearance*

- (a) The Concessioner must keep floor areas clean and free of clutter. A routine cleaning program should occur at a minimum of once per day.
- (b) The Concessioner must maintain merchandise shelves and other glass areas (e.g., counters, store windows) free of dust, excessive scratches, and fingerprints.
- (c) The Concessioner must place products that might present safety or security concerns for children in areas that are not within easy reach and easily monitored or controlled by an employee. The Concessioner must space displays sufficiently to allow customers to pass between them. Displays should not be top-heavy.
- (d) The Concessioner may only provide undamaged merchandise, rotated on a regular basis, and checked for cleanliness.
- (e) The Concessioner must display prominently items of interpretive value and general value in natural and cultural education.

(4) *Storage*. The Concessioner must securely store merchandise during off hours and keep storage areas neat and clean and, to the extent possible, out of view to visitors.

(5) *Inventory Management*. The Concessioner must have an effective inventory management and ordering program that ensures that products normally sold are kept in stock at all times.

(6) *Merchandise Plan*

- (a) The Concessioner must develop and implement a merchandise plan satisfactory to the Service that must ensure that gift merchandise and souvenirs, if any, reflect the purpose and significance of the Area, including, but not limited to, merchandise that reflects the conservation of the Area's resources or the Area's geology, wildlife, plant life, archeology, local Native American culture, local ethnic culture, and historic significance. The plan should also integrate pollution prevention and waste reduction objectives and strategies for merchandise and packaging. This plan must be submitted **within 90 days after** the effective date of this CONTRACT and must be updated annually **by January 15**.
- (b) Gift items and souvenirs sold by the Concessioner must be limited to the type of items identified in the merchandise plan submitted by the Concessioner and approved by the Superintendent. Where possible and appropriate, informative tags must be attached to the sales item to show their relationship to Area themes. Items of Area interpretive value and general value in environmental and cultural education must be prominently displayed.
- (c) Merchandise must be available at a range of prices. Theme-related merchandise manufactured or handcrafted in the United States—particularly in the Area's geographic vicinity—must be encouraged.
- (d) The merchandise plan must also include a list and description of all camper convenience items the Concessioner proposes to sell (see section (7) below).

(7) *Camper Convenience Items*

- (a) Camper Convenience items is authorized pending the construction of new riding stables facilities that the Service may construct.

- (b) The Concessioner must sell camper convenience items the Superintendent determines are necessary for the use and enjoyment of Smokemont Campground by campers. Specific items to be sold must be approved by the Superintendent. A list of currently approved items is included as Attachment 3 to this Operating Plan.
 - (c) The Concessioner must submit a list and description of proposed camper convenience items as part of the merchandise plan (see section (6) above).
 - (d) Camper convenience items must be primarily packaged non-food items.
 - (e) A very limited selection of long shelf life food items and staple refrigerated items such as milk, eggs, and butter must also be approved by the Superintendent.
 - (f) Customers must be offered a sales receipt for purchase of camper convenience items.
- (8) *Souvenirs*
- (a) All souvenir items the Concessioner offers for sale are subject to the written approval of the Superintendent.
 - (b) The Concessioner is authorized to sell hats, tee shirts, post cards, and patches. Specific items must be submitted to the Superintendent for approval.
 - (c) The Concessioner must obtain approval from the Superintendent to sell other types of souvenir items. Specific items must be submitted to the Superintendent for approval.
- (9) *Souvenir Photograph Services*
- (a) Stable visitors must be photographed for the purpose of selling a souvenir photograph only at the explicit request of the visitor. Stable visitors may not be routinely photographed as part of their stable visit with the intent of marketing the photographs after the fact.
 - (b) The Concessioner must submit a written description of any proposed souvenir photograph opportunity for approval by the Service prior to offering this service. The Service must review the proposed marketing approach to make sure the proposed approach is not likely to make visitors feel that they are under any pressure or obligation to have their photograph taken or to purchase photos taken.
 - (c) Souvenir photographs must not be staged or taken in a manner that might suggest that visitors are engaged in any inappropriate or unsafe activities during their visit.
- (10) *Packaged Ice*
- (a) The Concessioner must have at least 30 bags of ice available for purchase at all times.
 - (b) Only ice that has been manufactured from potable water and handled in a sanitary manner will be used or offered for sale. Ice offered for sale must be packaged.
 - (c) Ice must be purchased from a reputable commercial ice business that meets any state or local requirements for this type of business.
 - (d) Ice freezers must be kept in good operating condition to prevent thawing of ice stored in the freezer.
 - (e) The interior of ice freezers must be kept clean and in good repair.
 - (f) The exterior surfaces of ice freezers must be kept clean and in good repair.
 - (g) Packaged ice may be offered for sale on a self-service, honor system outside regular store operating hours, at the Concessioner's option, as an alternative to having an employee available to sell ice. If the Concessioner chooses to provide self-service ice sales, the Concessioner must provide a heavy duty enclosure with bear-proof latch approved by the Service for self-service ice sales. A pipe safe or other secure deposit box must be provided for the deposit of payments. Signage must be provided, listing prices and explaining the payment method.
- (11) *Firewood*
- (a) The Concessioner must provide and sell bundles of well-seasoned, heat treated firewood and kindling.
 - (b) The Concessioner is required to only sell firewood in the original packaging which is labeled and certified by the US Department of Agriculture (USDA) or Accredited State Regulatory Services as heat treated firewood. Heat treated firewood must be heated to a minimum of 60 degrees Celsius (140 F) for 60 minutes. A copy of the most recent receipt from the supplier and certificate stating the supplier meets the requirements for heat treating must be on file for inspection purposes.

- (c) Average wood fuel moisture as measured with a wood fuel moisture meter on a random sample of wood sticks in the wood shed must not exceed 20 percent. Maximum wood fuel moisture as measured in a single stick in the wood shed must not exceed 25 percent.
- (d) Individual firewood sticks must be hardwood and must measure from four to six inches in circumference. Although technically a hardwood, yellow poplar is not a satisfactory campfire wood and must not be sold, except as kindling.
- (e) Individual kindling sticks must be hardwood or softwood and must measure from two to four inches in circumference.
- (f) Firewood bundles provided by the Concessioner must be a minimum of .75 cubic feet or 1296 cubic inches in volume, as determined by a measurement of the length and circumference of the bundle using a tape measure and assuming the bundle to be a cylinder (e.g., length x circumference = cubic inches in volume).
- (g) Firewood bundles provided by the Concessioner must be securely bound with string, elastic, or other binding method to ensure that bundles remain intact when carried by campers. Sisal twine or other Environmentally Preferable bundling material is preferred.
- (h) The Concessioner must have a minimum of 20 firewood and 20 kindling bundles available for sale at all times during the operating season.
- (i) Firewood may be offered for sale on a self-service, honor system outside regular store operating hours, at the Concessioner's option, as an alternative to having an employee available to sell firewood. If the Concessioner chooses to provide self-service firewood sales, the Concessioner must provide a small shed or other storage structure approved by the Service for self-service firewood sales. A pipe safe or other secure deposit box will be provided for the deposit of payments. Signage must be provided, listing prices and explaining the payment method.

11) STOCK USE AND CARE

A) Treatment of Stock

- (1) The Concessioner will properly care for stock, including providing sufficient quality feed (at least daily) and good stable and corral conditions.
- (2) The Concessioner shall clean stables and stalls at least once a day, removing manure accumulation and changing bedding for horses as needed. Areas used or clearly visible to the public such as ticketing areas, boarding areas, and outside stalls shall be cleaned more frequently. Accumulated manure will be removed from the Concessioner's assigned area at least once each week and disposed of properly outside the Area.
- (3) The Concessioner will ensure that its employees and visitors treat the stock properly and will not condone or tolerate cruelty.
- (4) The Concessioner will curry, clean, and brush the stock, as needed, and will keep the manes and tails neatly trimmed.
- (5) The Concessioner will inspect the shoes and hooves frequently to ensure that the stock is properly shod and that hooves are in good condition.
- (6) The Concessioner may not use lame, malnourished, sick stock, or stock with unhealed girth or saddle sores. The Concessioner will report, without delay, all major (debilitating) injuries or infectious diseases to the Concessions Office. The Service may require the Concessioner to institute special provisions to protect visitor and Service stock from disease.
- (7) The Concessioner will rotate stock as necessary.
- (8) The Concessioner will establish and enforce a maximum rider weight consistent with stock used in the operation and the trails on which the stock will be used.
- (9) The Concessioner will keep records of injuries/illnesses and treatment and make such records available upon request to Service personnel. These records will document, at a minimum, horse name, illness/injury, treatment, date out of service, and date back in service.
- (10) The Concessioner will be responsible for the acquisition, training, care, and use of horses used in the stables operations.
- (11) Horses used by the Concessioner will be stabled outside of the assigned area during the season when the stables are closed. The Service may inspect the Concessioner's horse stable, corral, and pasture facilities and operations outside the assigned area at any time as part of the periodic evaluation of concession operations.

B) Stock Examination

- (1) All horses used in this operation shall have an official state-approved Health Certificate giving an accurate description of the horse and certifying that as determined by physical examination by a licensed veterinarian that they are free from any evidence of infectious disease. This Health Certificate will be kept on file in the Concessioner's office in the Area and will be available for inspection by the Service upon request. The Concessioner will keep current health records and immunization records for each horse in the Area and make them available for inspection by the Service upon request. If an animal has an infectious disease, the Concessioner will notify a Service representative immediately.
- (2) All horses used in this operation shall have a negative test report for Equine Infectious Anemia (EIA), also known as a Coggins Test, administered **within the past 12 months**. This negative EIA test result will be kept on file in the Concessioner's office in the Area and will be available for inspection by Service representatives upon request.

C) Quantity of Stock

- (1) *Maximum Number of Horses.* The maximum number of horses the Concessioner may use on a given day for horseback riding services and wagon and/or carriage rides is 35 horses. This number includes horses ridden by guests and horses used by guides.
- (2) *Minimum Number of Horses.* The minimum number of horses the Concessioner may use on a given day for horseback riding services and wagon and/or carriage rides is 20 horses. This number includes horses ridden by guests and horses used by guides.

D) Quality of Stock

- (1) The Concessioner will ensure that the stock used in its operations is even tempered, gentle, and well trained to accommodate the inexperienced rider.
- (2) The Concessioner will provide stock capable of safely handling the types of terrain and obstacles encountered, including water crossings and uphill and downhill climbing.
- (3) The Concessioner shall ensure that new horses are acclimated to the Concessioner's trails prior to being used for guided trail rides.

12) REPORTING REQUIREMENTS**A) Concessioner Operational Reports**

The Concessioner must provide the Service all supporting documentation for all operational reports upon request.

- (1) *Incident Reports.* For any incidents of the following type that occur within the Concession Facilities or relate to the Concessioner's operations in the Area, the Concessioner must include a summary of each incident in the Monthly Contract Monitoring Report. In addition, for any employee or visitor accidents or incidents, the Concessioner must complete a report documenting the Concessioner's investigation of the incident and any corrective action taken or planned. The Concessioner must provide a copy of these written reports to the Service upon request. ***This requirement is in addition to the requirement in Section 7)(A) above to immediately report incidents of the following types to the Service.***
 - (a) Any known or suspected criminal violations.
 - (b) Any structural fire or wildfire.
 - (c) Any employee or visitor deaths.
 - (d) Any employee or visitor accidents or illness requiring more than minor first aid treatment.
 - (e) Any incidents that could result in a tort claim against the United States.
 - (f) Any property damage incident resulting in more than \$300 in damage.
 - (g) Any motor vehicle accident or damage to a motor vehicle involving an employee or employee's vehicle.
 - (h) Any incident that affects the Area's natural or cultural resources.
- (2) *Annual Incident Summary.* For all incidents meeting the criteria listed in Section (1) above, the Concessioner must submit to the Service by January 15 a summary of incidents for the preceding calendar year. This summary must include, at a minimum, the following information:
 - (a) Date of incident

- (b) Name of involved person/persons
- (c) Nature of incident
- (d) Type of injury/property damage
- (e) Employee lost days
- (3) *Human Illness Reporting.* The Concessioner must immediately report to the Service any suspected outbreak of human illness, whether employees or guests. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions.
- (4) *Spills.* The Concessioner must immediately report hazardous materials spills as required by EPA and the regulations of the appropriate state agency (North Carolina Department of Environment and Natural Resources). In addition, the Concessioner must immediately report any spill to the Service by calling the Park Communication Center (865-436-9171).

B) Monthly Contract Monitoring Reports

By the **15th of each month** following an operating month, the Concessioner must submit to the Service a Monthly Contract Monitoring Report for the previous month that includes the following information and any other information requested by the Service:

- (a) The number of trips and riders for each type of service provided
- (b) Days closed due to weather
- (c) Significant visitor comments or complaints
- (d) Accidents or incidents, as defined in Section 13) A) (1) above
- (e) Gross Receipts
- (f) Franchise fees paid

C) Franchise Fee Payment Documentation

By the **15th of each month** in which a franchise fee deposit is made, the Concessioner must submit to the Service documentation for franchise fee deposits made for the preceding month. Reporting documentation must include a copy of the Payment Voucher form or, if an electronic payment was made, the wire transfer confirmation form identifying the account, amount transferred, and date of transfer.

E) Summary of Initial and Recurring Due Dates

The following summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that will be the responsibility of the Concessioner.

| SUMMARY INITIAL AND RECURRING DUE DATES | | | |
|--|----------------------|---|---|
| Title | Schedule | Due Date | Reference |
| Initial Requirements | | | |
| Lost and Found Policy | Initial | Within 60 days after the effective date of the Contract | Operating Plan, Sec. 4 E),(4) |
| Environmental Management Program | Initial | Within 60 days after the effective date of the Contract | Contract, Sec. 6 (b)(1); Operating Plan, Sec. 5 (1) |
| Balance Sheet | Initial | Within 90 days after effective date of the Contract | Contract, Sec. 13 (c) |
| Risk Management Plan | Initial/ Annually | Within 60 days after the effective date of the Contract | Contract, Sec. 3 (c); Operating Plan, Sec. 6 A) |
| Employee Training Manual | Initial | Within 60 days after the effective date of the Contract | Operating Plan, Sec. 4 F),(4),(a) |
| Merchandise Plan | Initial | Within 90 days after the effective date of the Contract | Operating Plan, Sec. 10 E),(6),(a) |
| Pre-Trip Orientation | Initial | Within 30 days after the effective date of the Contract | Operating Plan, Sec. 10 B),(5),(d) |
| Wagon and Carriage Approval | Initial | Within 60 days after the effective date of the Contract | Operating Plan, Sec. 10 C),(2),(a) |
| Annual | | | |
| Management Listing | Annually | No later than March 1 | Operating Plan, Sec. 3 |

| SUMMARY INITIAL AND RECURRING DUE DATES | | | |
|--|--------------|---|--|
| Title | Schedule | Due Date | Reference |
| | | | A),(3) |
| Environmental Management Program | Updates | No later than March 1 | Contract, Sec. 6 (b)(1); Operating Plan, Sec. 5 (1) |
| Risk Management Plan | Updates | No later than March 1 | Contract, Sec. 3 (c); Operating Plan, Sec. 6 A) |
| Annual Financial Report | Annually | Not later than 120 days after the last day of the Concessioner's fiscal year | Contract, Sec. 13 (b),(1) |
| Schedule of Operations | Annually | No later than September 1 | Operating Plan, Sec. 4 A),(2),(a) |
| Rate Approvals | Annually | No later than September 1 | Operating Plan, Sec. 4 B), (2),(a) |
| Merchandise Plan | Updates | No later than January 15 | Operating Plan, Sec. 10 E),(6),(a) |
| Coggins Test | Annually | Within the past 12 months | Operating Plan, Sec. 11 B),(2) |
| Certificates of Insurance | Annually | No later than March 1 | Contract, Sec. 14 (a) |
| Annual Incident Summary | Annually | No later than January 1 | Operating Plan, Sec. 12 A),(2) |
| Monthly | | | |
| Franchise Fee | Monthly | By the 15 th day after the last day of each month of operation | Contract, Sec. 10 (b),(1) |
| Franchise Fee Payment Documentation | Monthly | By the 15 th day after the last day of each month of operation | Operating Plan, Sec. 12 (c) |
| Monthly Contract Monitoring Report | Monthly | By the 15 th day after the last day of each month of operation | Operating Plan, Sec. 12 (b) |
| Visitor Comments | Monthly | By the 15 th day after the last day of each month of operation (with Monthly Contract Monitoring Report) | Operating Plan, Sec. 4 E),(7),(d) |
| Incident Reports | Monthly | By the 15 th day after the last day of each month of operation (with Monthly Contract Monitoring Report) | Operating Plan, Sec. 12 A),(1) |
| Other | | | |
| Management Listing | As Necessary | Within 14 days after any change | Operating Plan, Sec. 3 A),(3) |
| Rate Approvals | As Necessary | At least 60 days in advance of intended effective date | Operating Plan, Sec. 4 B), (2),(a) |
| Promotional Material | As Necessary | At least 30 days prior to projected need | Operating Plan, Sec. 8 C),(1)(b) |
| Visitor Complaint Investigation/Response | As Necessary | Within 14 days after receipt | Operating Plan, Sec. 4 E),(7),(b) |
| Visitor Complaints Re. Misconduct, Safety, Resources | As Necessary | Within 24 hours after receipt | Operating Plan, Sec. 4 E),(7),(b) |
| Survey/Visitor Response Data | As Provided | Within 14 days of receipt | Operating Plan, Sec. 4 E),(7),(d) |
| Lost and Found Policy | As Necessary | Within 30 days of changes | Operating Plan, Sec. 4 E),(4),(b) |
| Uniform Approval | As Necessary | At least 60 days in advance of purchase | Operating Plan, Sec. 4 F),(1) |
| Employee Training Manual | Initial | Within 30 days of any changes | Operating Plan, Sec. 4 F),(4),(a) |
| Certificates of Insurance | Changes | Within 30 days of any changes or renewals | Contract, Sec. 14 (a) |

| SUMMARY INITIAL AND RECURRING DUE DATES | | | |
|--|----------|-------------------------------|------------------------------------|
| Title | Schedule | Due Date | Reference |
| Pre-Trip Orientation | Changes | Within 30 days of any changes | Operating Plan, Sec. 10 B),(5),(d) |
| Wagon and Carriage Approval | Changes | Within 60 days of purchase | Operating Plan, Sec. 10 C),(2),(a) |

Note: Per the Contract, the Director from time to time may require the Concessioner to submit other reports and data regarding its performance under the Contract or otherwise, including, but not limited to, operational information.

Approved effective _____, 20__

BY: _____

Superintendent

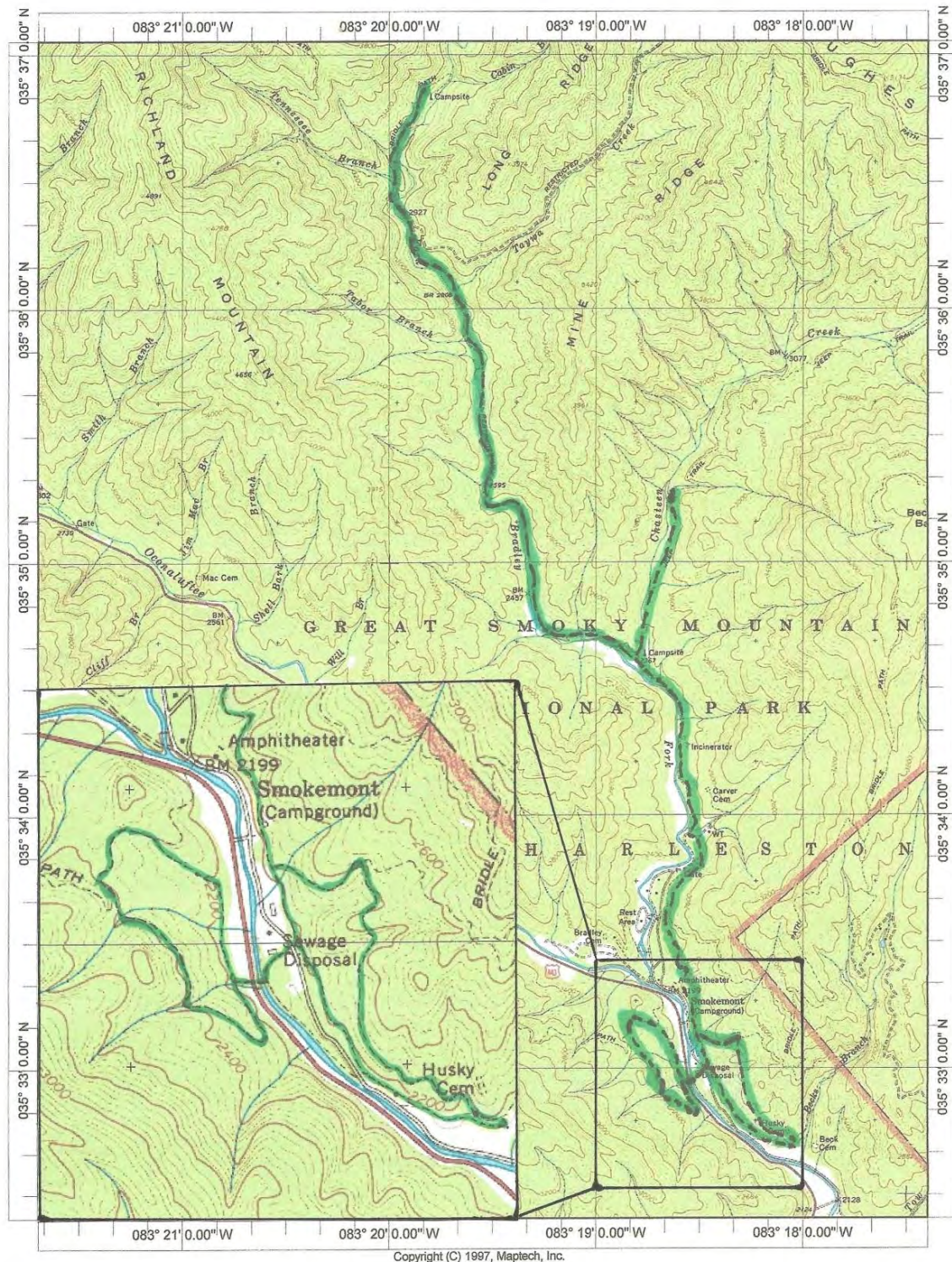
Great Smoky Mountains National Park

ATTACHMENT 1

TRAILS ASSIGNED FOR CONCESSIONER USE

Smokemont Riding Stables

Guided Horseback Rides

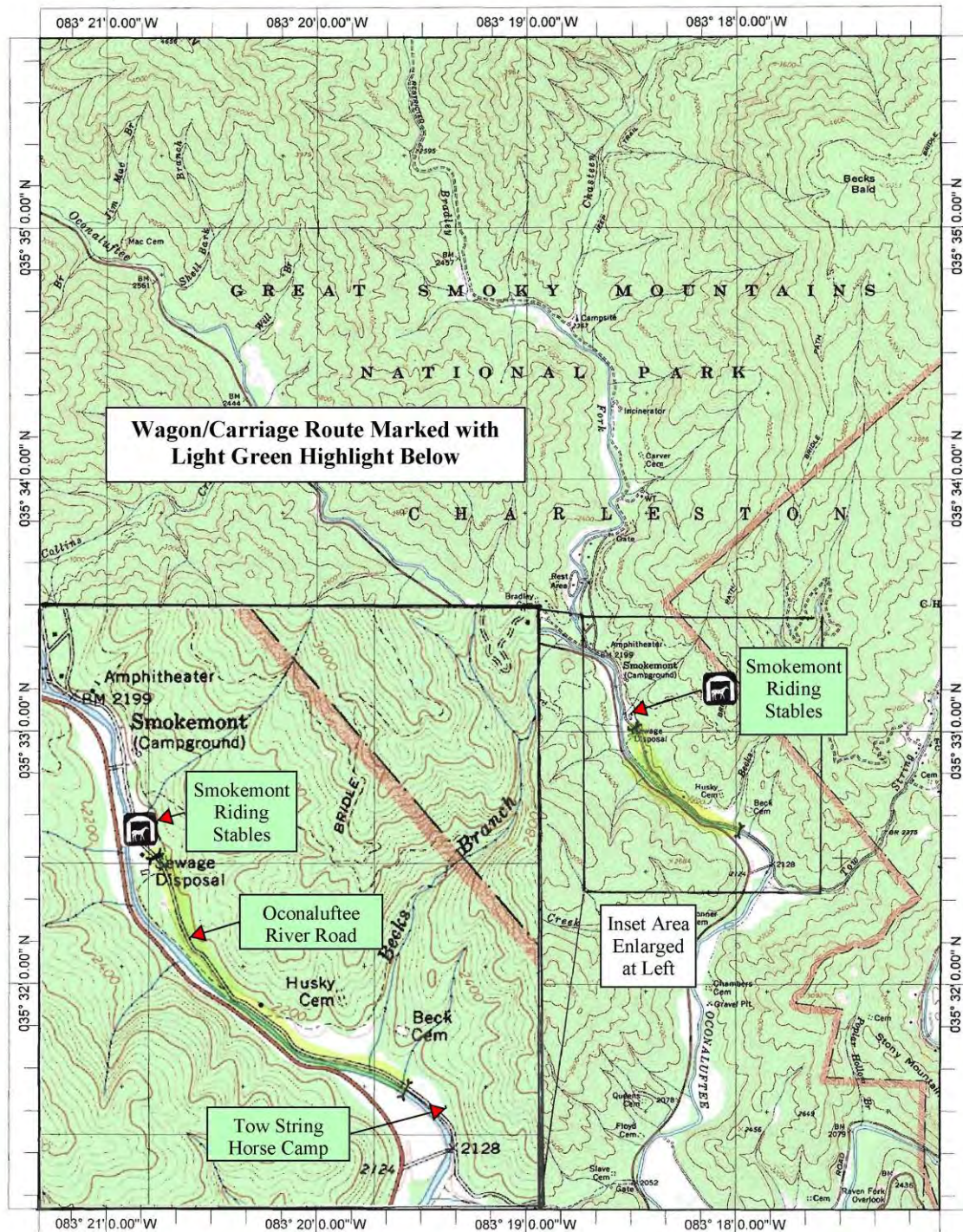


ATTACHMENT 2

ADMINISTRATIVE ROAD ASSIGNED FOR CONCESSIONER USE

Smokemont Riding Stables

Wagon and/or Carriage Rides



APPROVED CAMPER CONVENIENCE ITEMS

| Item | Item |
|--|-----------------------------------|
| Advil | Lip Balm |
| Aluminum Foil | Marshmallows |
| Bandages | Milk |
| Bar Soap | Paper Towels |
| Batteries | Patch Kits, tires and inflatables |
| Benadryl | Packaged hotdogs |
| Bicycle helmets | Playing cards |
| Bread | Plates, disposable |
| Camp Fuel | Poncho |
| Camping Lantern | Propane Cylinders |
| Can & Bottle Opener | Raincoats |
| Canned food (chili, beans only) | Razors |
| Charcoal | Roloids |
| Charcoal Starter Fluid | Rope |
| Condiments (mustard, ketchup, mayo, pickles) | Shampoo |
| Conditioner | Shaving Cream |
| Cups, disposable | Sting Kill |
| Deodorant | Stretch Cords |
| Dishwashing Liquid | Tablecloth |
| Disposable Camera | Tarpaulins |
| Duct Tape | Tents |
| Eggs | Tent Stakes |
| Feminine Hygiene Supplies | Tooth Brushes |
| First Aid Kit | Tooth Paste |
| Flashlight | Trash Bags |
| Forks & Spoons, disposable | Trout Flies |
| Graham Crackers | Tums |
| Hand Sanitizer | Tylenol |
| Hotdog buns | Umbrella |
| Jiffy popcorn | Utility Lighter |
| Inflatable Beds/Mattresses | Valve Cap |
| Insect Repellent | Valve Core |
| Lantern Mantels | Valve Tool |
| Light Sticks | Wet Wipes |
| Lighters | |

VISITOR'S ACKNOWLEDGEMENT OF RISKS

In consideration of the services of _____ their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "____") I agree as follows:

Although _____ has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, _____ has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. _____ does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

[description of risks]

I am aware that _____ entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of _____ has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death, or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representative, and estate and for all members of my family, including minor children.

Signature

Date

Signature of Parent of Guardian, if participant is under 18 years of age

Signature

Date